

TERMS AND CONDITIONS

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of the Tourist Board Rostock & Warnemünde (from now on: TZR&W),
Tourist-Information, for the facilitation of tourism-related services

1. On request, the TZR&W Tourist-Information act as agents and provide city guides, tour guides, and other tourism-related services in line with their current range of offers, subject to availability. Orders should be placed in writing, stating the desired services, the date, the number of persons, and the method of payment. An agency agreement between the client and TZR&W only arises upon confirmation from TZR&W as the agency. The contract expires with the use of the facilitated service. The facilitated services themselves are subject to the terms and conditions of the respective service provider.

2. TZR&W shall take on the role of an agent to facilitate the conclusion of contracts. Furthermore, it is responsible for the careful selection and facilitation, as well as the accurate explanation of the offers within the scope of the agency agreement. The offers contained in the brochure are based on information provided by the service providers TZR&W work with. TZR&W, as the publisher of the brochure, accepts no liability for the details provided by the service providers and their implementation. Please report any deficiencies in the facilitated service directly to the service provider and request the matter to be remedied. The client has to assert any claims resulting from a delay, non-fulfilment or unsatisfactory fulfilment, as well as additional verbal service agreements, against the respective service provider. Additionally, TZR&W will accept notices of deficiency along with other statements from the client and inform the service provider without delay.

3. The respective service provider is to be paid directly for the services rendered. Any compensation for cancellation resulting from the non-use of the facilitated service by the client shall be subject to the terms and conditions of the respective service provider, or the terms and conditions of TZR&W if necessary. The client has been informed explicitly about this. The cancellation shall be expressed in writing.

4. TZR&W shall only be liable for the breach of essential contractual obligations within the framework of the service agreement, in particular, insofar as one could specifically rely on their fulfilment. The liability of TZR&W for damages is limited to three times the price of the service rendered, provided those damages are neither a result of intentional or gross negligence nor related to bodily harm. The provision does not apply to damages in tort. The TZR&W, in their role as agent, and their representatives or vicarious agents are only liable for damages, in particular for a delay, non-fulfilment or unsatisfactory fulfilment of the facilitated touristic service to the extent that the terms of use do not permissibly exclude their liability.

5. The following prices for general city tours (up to 2 hours) apply for each group:

- Group of up to 25 persons **€85**,
- Group of 26 persons or more **€100**,
- Group of up to 30 persons reduced rate **€75**.

Guided tours over two hours are subject to a fee equal to 50% of the applicable basic price for each additional hour.

5.1 Guided walking tours are available for up to 50 persons; motorised tours with more than 50 persons can be arranged with the booked tour guide. Tours for larger groups require separate arrangements. We recommend splitting up large groups (40 persons or more). Groups at the reduced rate (pupils, students, and trainees up to 18 years of age) that exceed 30 persons will be assigned a second tour guide, subject to a fee. External influences (such as political guidelines, pandemic regulations) can make it necessary to divide large groups into several subgroups, each with a guide. The additional costs will be borne by the customer, who will be informed of the change in advance.

5.2 The tour guide will wait for up to 30 minutes from the agreed beginning of the tour. Charging for the tour will start based on the agreed time of its commencement.

5.3 City tours in select foreign languages are available on request. City tours in foreign languages are subject to availability. This additional service is contingent on a **€15** fee. As there are limited capacities for foreign-language tour guides, TZR&W have to cancel the order on short notice due to illness-related absence of the tour guide or other, unavoidable, extraordinary circumstances. The client is not entitled to claim reimbursement or compensation in these cases.

5.4 Unless otherwise agreed, the client or his representative makes payment in cash to the tour guide at the end of the tour or after the tour guide issues the invoice, following provision of the services.

5.5 In the event the tour ends early at the request of the group, the tour guide is to be paid the entire fee previously agreed in writing.

5.6 Bookings for city tours on the same day or repeated changes to the ordered services are subject to a **€10** fee.

5.7 Cancellation of a general city tour within three days before the day of service provision is subject to a **€60** fee. Failure to show up or cancellation on the day of service provision will require payment of the full price. Please report any changes to the agreed number of persons to TZR&W in good time, on the day before the agreed date at the latest.

6. Thematic guided tours are subject to separate rates. You will find the details regarding the payment terms in your booking confirmation. Cancellations of a thematic guided tour

within three days before the day of service provision are subject to the following cancellation fees:

- Group of up to 25 persons **€60**,
- Group of 26 to 50 persons **€70**,
- Group of up to 30 persons reduced rate **€55**

Failure to show up or cancellation on the day of service provision will require payment of the full price. Please report any changes to the agreed number of persons to TZR&W in good time, on the day before the agreed date at the latest.

7. The following prices apply to guided tours in Mecklenburg-Vorpommern:

- up to 6 hours **€175**,
- up to 10 hours **€215**,
- more than 10 hours surcharge of **€25** per hour,
- additional fee for foreign language guides **€30**,
- additional fee for guided tours outside Mecklenburg-Vorpommern **€40**.

7.1 The terms for general city tours listed in 5.1, 5.4, 5.5 and 5.6 also apply to guided tours.

7.2 Cancellations within three days before the day of service provision are subject to the following cancellation fees:

- tours of up to 6 hours **€125**,
- tours exceeding 6 hours **€150**.

Failure to show up or cancellation on the day of service provision will require payment of the full price. Please report any changes to the agreed number of persons to TZR&W in good time, on the day before the agreed date at the latest.

8. Unforeseeable events like protests or other circumstances outside the control of TZR&W like demonstrations or acts of nature beyond control (e.g. restrictions due to pandemic requirements) may require the TZR&W to change or cancel the order on short notice.

9. All indicated prices for tourism-related services are non-binding gross prices in Euro including the applicable VAT. Bookings for individual tourism-related services may be subject to an agency fee. This fee will be stated in the offer. The client selects the desired tourist services separately. Payment is carried out separately to the respective service provider.

10. Any accommodation services facilitated by TZR&W are subject to the agency terms of the Rostocker Gesellschaft für Tourismus und Marketing mbH (from now on: Rostock Marketing) for the facilitation of accommodation. The contracting party of the client is Rostock Marketing, which utilises TZR&W as a vicarious agent to fulfil its contractual obligations.

11. The organisers, providers and service providers expressly reserve the right to change the opening times, prices, service offers, and periods specified in the brochure 'Group Offers Rostock & Warnemünde'.

The laws of the Federal Republic of Germany shall apply. The place of jurisdiction is Rostock.

Notice and additional provisions:

A. CONTRACT TERMS

The content is governed exclusively by the terms and conditions of the contract published in German. The version in English is published for information purposes only; it shall not be part of the contract.

B. PROVISIONS OF TRAVEL LAW

Under certain circumstances, combining the services to be provided for the client may result in TZR&W becoming the facilitator of linked travel arrangements according to Section 651w (1) of the German Civil Code. The TZR&W is subject to information requirements according to Article 251 of the Introductory Act to the German Civil Code. Acting only as a facilitator of the services, TZR&W is not obliged to take out an insurance policy against insolvency.

C. PRIVACY STATEMENT

The TZR&W collects, processes, and uses personal data of the client to create and provide group offers according to the criteria laid down by data protection regulations. We transfer data necessary for order processing to the negotiated service provider. For detailed information about privacy, please refer to the general privacy statement at www.rostock.de/data-protection.

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TOURISMUSZENTRALE
ROSTOCK+
WARNEMÜNDE

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